

Terms and Conditions

The Little River Band of Ottawa Indians reserves the right to update or modify these Terms and Conditions at any time without prior notice. Any such change constitutes your agreement to follow and be bound by the Terms and Conditions as changed. For this reason, we encourage you to review these Terms and Conditions whenever a purchase is made.

The content of these Terms and Conditions are intended solely for use by Little River Band of Ottawa Indians and its Seller's.

Definitions: For the purposes of this agreement, the Little River Band of Ottawa Indians is defined as the "Buyer" and the person, firm, company, or corporation is defined as the "Seller", and Agreement means Purchase Order.

Assignment of Rights: The Seller may not assign or delegate its duties, rights or obligations within this contract to another company without the express written consent of the Buyer.

Buyers Property: All items including samples, documents, drawings, specifications, tools, etc, provided by or paid for the Buyer shall remain the property of the Buyer and fall under the protection of the Confidentiality section of these Terms & Conditions. The Seller is responsible and liable for damage to, or loss of, all items and shall return them to the Buyer upon completing the contract or provide compensation determined by the Buyer.

Change, Cancellation, or Termination: The Buyer has the right to change, cancel or terminate the PO for any reason, including convenience, upon prior written notification to the Seller. Termination or cancellation for convenience by the Buyer entitles the vendor to payment only for those goods and/or services delivered, received and accepted and not subsequently rejected by the Buyer as well as preparation work agreed upon by both Buyer and Seller. Buyer may immediately terminate the PO without prejudice to any right or remedy after giving Seller notice of any breach of obligation(s).

Compliance with Laws: Seller is responsible to comply with all jurisdictional laws and governmental rules and regulations pertaining to the goods and/or services covered under this agreement. Seller must also obtain all required licenses and/or permits including those mandated by the Little River Band of Ottawa Indians.

Confidentiality: Seller may receive or have access to confidential information. The Seller is authorized to use the Confidential Information solely in connection with the agreement and will not directly or indirectly use the Confidential Information beyond the scope of the authority granted by Little River Band of Ottawa Indians or disseminate, disclose or in any way reveal the Confidential Information or any part thereof, except upon the express written approval of the Buyer. The Seller's obligations, including its current and future officers, under this contract shall survive the termination or expiration of the agreement.

Covenants against Kickbacks: "Kickbacks" shall be defined as any cash, fee, commission, credit, gift, and gratuity, thing of value or compensation of any kind. Seller agrees that its officers or employers have not and will not provide or attempt to provide, either directly or indirectly, any Kickback to any employees of the Tribe, its enterprises, agents, government or any member of the Tribe. Seller's failure to abide by this specific section of the Terms & Conditions shall be sufficient reason for the immediate termination, without further notice, of this and any other agreement they currently have with Little River Band of Ottawa Indians. Seller will also be liable for any civil or criminal penalties provided by the law (tribal, federal, state or local) for violating this specific section.

Delivery: The Little River Band of Ottawa Indians has over 8 potential shipment addresses. Deliveries are to be made to the address as specified on the purchase order as the ship to address.

Dispute Resolution: Any dispute or claim related to this agreement shall be placed in writing and submitted to the tribe's Purchasing Office. Both parties shall try to resolve the dispute in good faith. The Purchasing Office shall issue in writing a decision on the matter in accordance with tribe's Purchasing and Procurement Regulation. Any goods and/or services, not in dispute, shall continue and any payment, not in dispute, shall be made according to the terms of this agreement. Any appeals on a dispute or claims related to the agreement shall be placed in writing by the Seller to the Ogema.

W-9: Seller is required to have on file with the tribe's Accounting Office a completed W-9. Failure to comply will result in their default of the agreement and its immediate termination by the Buyer.

Hazardous Materials: All Sellers that supply hazardous materials must provide the appropriate Material Safety Data Sheets before or at the time of delivery of a hazardous product(s). The packing, handling and transportation of hazardous materials must comply with the applicable tribal, federal, state and local laws and regulations.

Indemnification: Seller agrees to indemnify (protect) and hold harmless Buyer (including employees, officers, agents, guest, tribal members and council) from any and all claims, damages, actions or other losses based on Sellers performance except as a result of Buyers gross negligence or willful misconduct.

Insurance: At all times during the fulfillment of this contract, Seller shall obtain and keep in force the following coverage's appropriate for the type of goods or services provided:

- a. Worker' Compensation Insurance
- b. Commercial General Liability Insurance of not less than \$1,000,000.00
- c. Contractual Liability Insurance
- d. Vendor Broad Form Liability Insurance
- e. Vehicle Liability Insurance
- f. Combined Single Limit Insurance
- g. Excess Liability Insurance

With coverage limits subject to review by Little River Band of Ottawa Indian's Risk Management. Seller shall name Little River Band of Ottawa Indians as an Additional Insured. Seller shall also provide a certificate of insurance evidencing the Seller's coverage. Certificates can be mailed to:

Little River Band of Ottawa Indians, Risk Management, 375 River Street, Manistee, MI. 49660.

P.O. Acceptance –Seller: Upon acceptance of the agreement, via written response, shipment of goods or commencement of services, the Seller is then bound by the Terms & Conditions of the agreement unless stated otherwise in writing by the Seller and accepted by the Buyer in writing on the contract before shipment of goods and or commencement of services.

P.O. Acceptance –Buyer: Once the goods have been received or services completed against the agreement, they are subject to the Buyers inspection and approval within a reasonable period of time.

Precedence: The following order of priority will apply:

- a. Special Terms & Conditions on the face of the agreement
- b. These Terms & Conditions
- c. All other attachments incorporated in the contract by reference

Risk of Loss: Seller bears all risk and/or damage until goods and/or services are accepted by Buyer unless loss and/or damage is a result of negligence by Buyer.

Taxes: Except as indicated on this agreement, the price includes all applicable federal, state and local taxes of any kind. Goods and /or services purchased by the Buyer for use on Little River Band of Ottawa Indians Tribal lands or for a Tribal Government function are not subject to state sales tax if the transaction takes place or goods and/or services are delivered within the Little River Band of Ottawa Indians tax agreement area.

Use of Buyers Name or Logo: Seller agrees not to use the name or logo of Buyer or disclose the contract in any disclosure without the prior written consent of the Buyer.

Venue/Law: Seller agrees that any disputes that arise from this agreement that cannot be resolved shall be subject to the exclusive jurisdiction of Little River Band of Ottawa Indians Tribal Court and laws. The Tribal Court decision shall be enforced in any court of competent jurisdiction.

Waiver: Buyers waiver of a breach of any specific provisions of the contract does not constitute waiver of future compliance with the provisions, or any other provisions of this contract, in potential future contracts.

Sovereign Immunity: Nothing in this agreement shall result in the waiver of the Tribe's sovereign immunity.

Warranty: Seller warrants that it has good title to all goods delivered and they will be free from defects in material and workmanship and conform to specifications as defined on the agreement. Seller warrants that all services will be completed in a professional, workmanlike manner and conform to specifications as defined on the contract.